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**CASEY & BARNETT, LLC**  
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Attorneys for Plaintiff

07 CV 4618  
LOG PRESSRA

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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WEAR FIRST SPORTSWEAR, INC.

Plaintiff,

07 Civ.

4618 (LAP)

- against -

COMPLAINT

M/V MSC MARIA PIA her engines, boilers, etc.;  
SAFMARINE PTY., LTD.; and SCM LOGISTICS  
SOUTH AFRICA PTY., LTD.

Defendants.

-----X

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.
2. Plaintiff, WEAR FIRST SPORTSWEAR, INC., is a corporation with a place of business located at 42 West 39<sup>th</sup> Street, New York, New York 10018, and was the consignee of certain of the cargo laden on board the M/V MSC MARIA PIA, as more fully described below.
3. Defendant, SAFMARINE PTY., LTD. (hereinafter "Safmarine"), is a foreign corporation with a place of business located at Giralda Farms, Madison Avenue, Madison, New

Jersey 07940, was and still is doing business in this jurisdiction directly and/or through an agent and was acting at all times as a common carrier in the maritime industry.

4. Defendant, SCM LOGISTICS SOUTH AFRICA PTY., LTD. (hereinafter "SCM"), is a foreign corporation with a place of business located at Bldg No. 4, Woodmead Willows Office Park, 19B Morris Street East, Woodmead, Sandton, Johannesburg, South Africa, was and still is doing business in this jurisdiction directly and/or through an agent and was acting at all times as a non-vessel owning common carrier (NVOCC) in the maritime industry.

5. Plaintiff was the receiver, consignee, owner and/or assured of the consignment hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

6. On or about May 15, 2006, a consignment consisting of 1,380 cartons of wearing apparel, then being in good order and condition and laden into containers MSKU 907011-2 and MAEU 805037-1, was delivered to defendants Safmarine and SCM and the M/V MSC MARIA PIA in Swaziland, for transportation to New York, New York via Cape Town, South Africa, in consideration of an agreed freight pursuant to Safmarine bill of lading number 75012733, dated May 15, 2006 and pursuant to SCM bill of lading number ZYS 05-08/06 dated May 15, 2006.

7. Thereafter, the aforementioned consignment was loaded aboard the M/V MSC MARIA PIA, Safmarine bill of lading number 75012733 and SCM bill of lading number ZYS 05-08/06 were issued, and the vessel sailed for the intended port of destination.

8. When the M/V MSC MARIA PIA arrived at the intended port of destination, New York, New York on or about June 6, 2006, it was ascertained that container MSKU 907011-2

had a seal discrepancy and that 157 cartons of wearing apparel from the said container were found to be missing.

9. Defendants Safmarine and SCM failed to deliver the said consignment of wearing apparel to the designated receiver at the port of discharge in the same good order and condition as when received by them in Swaziland.

10. The shortage to the aforementioned consignment did not result from any act or omission on the part of plaintiff, but to the contrary, was the result in whole or in part, of the negligence and/or fault of defendants Safmarine and SCM and or the unseaworthiness of the M/V MSC MARIA PIA.

11. By reason of the foregoing, plaintiff has sustained damages in a total amount of no less than \$40,000.00, as nearly as presently can be determined, no amount of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

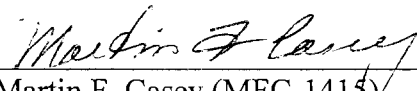
1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;

2. That judgment may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action;

3. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
May 30, 2007  
115-753

CASEY & BARNETT, LLC  
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